its face value." A strong analogy may be drawn from the case of a lodger under an oral contract for board and lodgings in a private boarding-house. The keeper of the house reserves the legal possession, custody, and care of the whole house in which the lodger is but a licensee, his contract not being regarded as a lease of realty. *White* v. *Maynard*, 111 Mass. 250; *Wilson* v. *Martin*, 1 Den. (N. Y.) 602. Nor is the management of a theatre under a duty to the public to give a performance, for, although the state exacts a license for the privilege of giving theatrical exhibitions, this in no way changes the character of the theatre from a private to a public undertaking. Accordingly admission cannot be demanded as of right. *Purcell* v. *Daly*, 19 Abb. N. C. 301 (N. Y.).

It seems, therefore, both on principle and authority, that a theatre ticket can, in no way, be regarded as more than a revocable license, and although it may be repugnant to the average theatre-goer's conception of his right, it is probably law to-day that he may be required to leave the theatre at any time without being able to hold the proprietor responsible in an action of tort.

GRANTEE'S ASSENT TO THE DELIVERY OF A DEED. — The much disputed question of the validity of a deed, made without the grantee's knowledge or assent, arose in a recent case. The owner of certain property deeded it to the plaintiff, in payment of a debt, and sent the deed to the recorder's office to be registered. Between the time of the delivery to the recorder and the delivery to the plaintiff, who had previously no knowledge of the deed, the defendant attached the land. The court held that, as a deed requires the grantee's actual assent, the attachment was levied before the deed took effect. *Knox* v. *Clark*, 62 Pac. Rep. 334 (Col.). In America, while many courts agree with the principal case, an equal number hold that assent will be presumed at least where the deed is beneficial, unless dissent is shown. *Welch* v. *Sackett*, 12 Wis. 243; *Mitchell* v. *Ryan*, 3 Ohio St. 377.

In early English law it seems that a deed passed title without assent on the grantee's part, just as now an heir or a remainderman necessarily takes title without assent. *Butler and Baker's Case*, 3 Co. 26 b. The transaction was regarded as unilateral, and it is probable that a dissenting grantee had to divest himself of title by deed. As it was felt desirable, however, that a gift, which might involve liabilities, should not be forced on a man against his will, so that he might not only be put to the trouble of deeding it away, but could be held responsible for any liabilities which might accrue by reason of its possession, a right of disclaimer was recognized. The grantee was permitted, on hearing of the deed, to dissent to the gift, whereupon not only his title, but likewise any liabilities which might have accrued to him in the mean time, were at once divested. Although some of the later English cases, not carefully distinguishing between actual dissent, the exercise of the right to disclaim, and a lack of assent, where the right to disclaim still exists, have stated in loose terms that assent is necessary, but that it will be presumed where no actual dissent is shown, yet the doctrine of disclaimer is generally considered in England as the basis of the law. *Siggins* v. *Evans*, 5 E. & B. 367.

The American courts, in recognizing the inadvisability of forcing property on an unwilling grantee, have unfortunately adopted the erroneous

view, suggested by some of the English cases, that assent is necessary. In other words, they have regarded the transaction as bilateral or contractual. Many have required an actual assent, but others, seeing that justice would be furthered by sustaining grants to insane persons, and to those under a legal disability, — by whom actual assent is impossible, — and such grants as that in the principal case, have recognized the fiction of presumed assent in all cases where no dissent is shown. In so doing they seem to have reached a more desirable result, although at the expense of an objectionable legal fiction, than those courts which insist on actual assent. Yet in one class of cases, if they carried out their doctrine logically, great injustice would result. Where property is granted in trust, and the trustee refuses to accept the trust, they would be compelled to hold that dissent being shown, no assent can be presumed, and that, therefore, as the legal title cannot be held to have ever vested, the trust is void. Considering, then, that to hold actual assent necessary results in injustice, and that to presume assent results in fictions and logical inconsistency, it would seem well to accept the English doctrine, already recognized by the Supreme Court of the United States in the case of trusts, that a conveyance passes title without the grantee's assent, but that the latter may disclaim, and thereby divest himself both of the legal title and of any liabilities which may have accrued to him through its possession. *Adams* v. *Adams*, 21 Wall. 185.

PROOF OF FUTURE RENT AGAINST A BANKRUPT LESSEE. — It seems to be settled law that, under any bankruptcy act which makes no special provision as to leases, rent to accrue after the bankruptcy of the tenant is not provable against his estate. Rent in its nature is earned only on the completion of a certain period of occupation. Rent to accrue in the future is therefore no present debt; and since it may never become due, it was not considered such a liability as might be proved even under the broad provisions as to contingent liabilities in the United States bankruptcy acts of 1841 and 1867. *Deane* v. *Caldwell*, 127 Mass. 242. So, too, under the present act it is held that future rent is not provable, not being a fixed liability absolutely owing at the time of the filing of the petition, nor yet such an unliquidated claim as may be liquidated and proved under sect. 63 b. *In re Mahler*, 3 N. B. N. Rep. 39 (Dist. Ct., Mich.).

While this is undoubtedly the settled rule, yet the refusal to allow the lessor to prove for any actual loss he has suffered may on occasion result unfairly to the lessee as well as to the lessor. The trustee, it is true, may assume the lease, in which case the rent becomes part of the costs of administration. But if he fails to take over the lease, it would seem to follow that, apart from an eviction or an accepted surrender, the bankrupt tenant remains personally liable for the accruing rent, as in the case of other non-provable claims. Such has been the general rule both in England before the more recent statutes, *Copeland* v. *Stephens*, 1 B. & Ald. 593, and in this country under all of our federal acts. *Lansing* v. *Prendergast*, 9 Johns. 127 [1812]; *Bosler* v. *Kuhn*, 8 Watts & S. 183 [1844]; *Ex parte Houghton*, 1 Low. 554 [1871]; *In re Ells*, 98 Fed. Rep. 967 [1900]. This result is unfortunate in that it may saddle the lessor with an unprofitable tenant, and it is opposed to the policy of the bankrupt laws in allowing this liability to continue against the bankrupt lessee.